

1
2
3
4
5
6
7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 STEPPING STONES GROUP, LLC, a
12 Delaware limited liability company, as
13 successor-in-interest to FUTURES
EDUCATION, LLC,

14 Plaintiff,

15 v.

16 COMMUNITY ROOTS ACADEMY,
17 Defendant.

Case No. 8:22-cv-02286-JVS-DFM

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: December 21, 2022
Trial Date: June 4, 2024

18 COMMUNITY ROOTS ACADEMY,

19 Cross-Complainant,

20 v.

21 STEPPING STONES GROUP, LLC, a
22 Delaware limited liability company, as
23 successor-in-interest to FUTURES
EDUCATION, LLC; and DOES 1
through 10,

24 Counter-Defendants.
25
26
27
28

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve confidential, private and sensitive information, concerning Non-Parties, students, and student families. The action is further likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, student records, student family records, Non-Party records, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable

1 necessary uses of such material in preparation for and in the conduct of trial, to
2 address their handling at the end of the litigation, and serve the ends of justice, a
3 protective order for such information is justified in this matter. It is the intent of the
4 parties that information will not be designated as confidential for tactical reasons
5 and that nothing be so designated without a good faith belief that it has been
6 maintained in a confidential, non-public manner, and there is good cause why it
7 should not be part of the public record of this case.

8 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

9 The parties further acknowledge, as set forth in Section 12.3, below, that this
10 Stipulated Protective Order does not entitle them to file confidential information
11 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
12 and the standards that will be applied when a party seeks permission from the court
13 to file material under seal.

14 There is a strong presumption that the public has a right of access to judicial
15 proceedings and records in civil cases. In connection with non-dispositive motions,
16 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
17 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
18 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
19 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
20 require good cause showing), and a specific showing of good cause or compelling
21 reasons with proper evidentiary support and legal justification, must be made with
22 respect to Protected Material that a party seeks to file under seal. The parties' mere
23 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
24 without the submission of competent evidence by declaration, establishing that the
25 material sought to be filed under seal qualifies as confidential, privileged, or
26 otherwise protectable—constitute good cause.

Further, if a party requests sealing related to a dispositive motion or trial, then compelling reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: *Stepping Stones Group, LLC v. Community Roots Academy et al. and related Counterclaim* (8:22-cv-02286-JVS-DFM).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or

1 items that it produces in disclosures or in responses to discovery as
2 “CONFIDENTIAL.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless
4 of the medium or manner in which it is generated, stored, or maintained (including,
5 among other things, testimony, transcripts, and tangible things), that are produced or
6 generated in disclosures or responses to discovery or given in any testimony in this
7 matter.

8 2.7 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as
10 an expert witness or as a consultant in this Action.

11 2.8 House Counsel: attorneys who are employees of a Party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 2.9 Non-Party: any natural person, partnership, corporation, association or
15 other legal entity not named as a Party to this action.

16 2.10 Outside Counsel of Record: attorneys who are not employees of a
17 Party to this Action but are retained to represent or advise a Party to this Action and
18 have appeared in this Action on behalf of that Party or are affiliated with a law firm
19 that has appeared on behalf of that Party, and includes support staff.

20 2.11 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.13 Professional Vendors: persons or entities that provide litigation
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28

1 and their employees and subcontractors.

2 2.14 Protected Material: any Disclosure or Discovery Material that is
3 designated as “CONFIDENTIAL.”

4 2.15 Receiving Party: a Party that receives Disclosure or Discovery
5 Material from a Producing Party.

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or
10 compilations of Protected Material; and (3) any testimony, conversations, or
11 presentations by Parties or their Counsel that might reveal Protected Material.

12 Any use of Protected Material at trial shall be governed by the orders of the
13 trial judge. This Order does not govern the use of Protected Material at trial.

14 4. DURATION

15 FINAL DISPOSITION of the action is defined as the conclusion of any
16 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
17 has run. Except as set forth below, the terms of this protective order apply through
18 FINAL DISPOSITION of the action. The parties may stipulate that they will be
19 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,
20 but will have to file a separate action for enforcement of the agreement once all
21 proceedings in this case are complete.

22 Once a case proceeds to trial, information that was designated as
23 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
24 as an exhibit at trial becomes public and will be presumptively available to all
25 members of the public, including the press, unless compelling reasons supported by
26 specific factual findings to proceed otherwise are made to the trial judge in advance
27 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
28

1 showing for sealing documents produced in discovery from “compelling reasons”
2 standard when merits-related documents are part of court record). Accordingly, for
3 such materials, the terms of this protective order do not extend beyond the
4 commencement of the trial.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

7 Each Party or Non-Party that designates information or items for protection
8 under this Order must take care to limit any such designation to specific material
9 that qualifies under the appropriate standards. The Designating Party must
10 designate for protection only those parts of material, documents, items or oral or
11 written communications that qualify so that other portions of the material,
12 documents, items or communications for which protection is not warranted are not
13 swept unjustifiably within the ambit of this Order.

14 Mass, indiscriminate or routinized designations are prohibited. Designations
15 that are shown to be clearly unjustified or that have been made for an improper
16 purpose (e.g., to unnecessarily encumber the case development process or to impose
17 unnecessary expenses and burdens on other parties) may expose the Designating
18 Party to sanctions.

19 If it comes to a Designating Party’s attention that information or items that it
20 designated for protection do not qualify for protection, that Designating Party must
21 promptly notify all other Parties that it is withdrawing the inapplicable designation.

22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
25 under this Order must be clearly so designated before the material is disclosed or
26 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix at a minimum, the legend
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
6 contains protected material. If only a portion of the material on a page qualifies for
7 protection, the Producing Party also must clearly identify the protected portion(s)
8 (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection
10 need not designate them for protection until after the inspecting Party has indicated
11 which documents it would like copied and produced. During the inspection and
12 before the designation, all of the material made available for inspection shall be
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
14 documents it wants copied and produced, the Producing Party must determine which
15 documents, or portions thereof, qualify for protection under this Order. Then,
16 before producing the specified documents, the Producing Party must affix the
17 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
18 portion of the material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (e.g., by making appropriate markings
20 in the margins).

21 (b) for testimony given in depositions that the Designating Party identifies
22 on the record at the deposition, or within 10 days following receipt of the deposition
23 transcript, as protected testimony.

24 (c) for information produced in some form other than documentary and
25 for any other tangible items, that the Producing Party affix in a prominent place on
26 the exterior of the container or containers in which the information is stored the
27 legend “CONFIDENTIAL.” If only a portion or portions of the information
28

1 warrants protection, the Producing Party, to the extent practicable, shall identify the
2 protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party's right to secure protection under this Order for such material.
6 Upon timely correction of a designation, the Receiving Party must make reasonable
7 efforts to assure that the material is treated in accordance with the provisions of this
8 Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time that is consistent with the Court's
12 Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
14 resolution process under Local Rule 37-1.

15 6.3 The burden of persuasion in any such challenge proceeding shall be on
16 the Designating Party. Frivolous challenges, and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
18 parties) may expose the Challenging Party to sanctions. Unless the Designating
19 Party has waived or withdrawn the confidentiality designation, all parties shall
20 continue to afford the material in question the level of protection to which it is
21 entitled under the Producing Party's designation until the Court rules on the
22 challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this
26 Action only for prosecuting, defending or attempting to settle this Action. Such
27 Protected Material may be disclosed only to the categories of persons and under the
28

1 conditions described in this Order. When the Action has been terminated, a
2 Receiving Party must comply with the provisions of section 13 below (FINAL
3 DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a
5 location and in a secure manner that ensures that access is limited to the persons
6 authorized under this Order.

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated
10 “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
12 well as employees of said Outside Counsel of Record to whom it is reasonably
13 necessary to disclose the information for this Action;

14 (b) the officers, directors, and employees (including House Counsel) of
15 the Receiving Party to whom disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and Professional
22 Vendors to whom disclosure is reasonably necessary for this Action and who have
23 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (g) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information;

26 (h) during their depositions, witnesses, and attorneys for witnesses, in the
27 Action to whom disclosure is reasonably necessary provided: (1) the deposing Party
28

1 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
 2 will not be permitted to keep any confidential information unless they sign the
 3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
 4 agreed by the Designating Party or ordered by the court. Pages of transcribed
 5 deposition testimony or exhibits to depositions that reveal Protected Material may
 6 be separately bound by the court reporter and may not be disclosed to anyone except
 7 as permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel,
 9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 11 IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation
 13 that compels disclosure of any information or items designated in this Action as
 14 “CONFIDENTIAL,” that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification
 16 shall include a copy of the subpoena or court order;

17 (b) promptly notify in writing the Party who caused the subpoena or order
 18 to issue in the other litigation that some or all of the material covered by the
 19 subpoena or order is subject to this Protective Order. Such notification shall include
 20 a copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be
 22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with
 24 the subpoena or court order shall not produce any information designated in this
 25 action as “CONFIDENTIAL” before a determination by the court from which the
 26 subpoena or order issued, unless the Party has obtained the Designating Party’s
 27 permission. The Designating Party shall bear the burden and expense of seeking
 28

1 protection in that court of its confidential material and nothing in these provisions
2 should be construed as authorizing or encouraging a Receiving Party in this Action
3 to disobey a lawful directive from another court.

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a
7 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
8 produced by Non-Parties in connection with this litigation is protected by the
9 remedies and relief provided by this Order. Nothing in these provisions should be
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party's confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party's
14 confidential information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-Party
16 that some or all of the information requested is subject to a confidentiality
17 agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this Action, the relevant discovery request(s), and a reasonably
20 specific description of the information requested; and

21 (3) make the information requested available for inspection by the
22 Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within
24 14 days of receiving the notice and accompanying information, the Receiving Party
25 may produce the Non-Party's confidential information responsive to the discovery
26 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
27 not produce any information in its possession or control that is subject to the
28

1 confidentiality agreement with the Non-Party before a determination by the court.
2 Absent a court order to the contrary, the Non-Party shall bear the burden and
3 expense of seeking protection in this court of its Protected Material.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
10 persons to whom unauthorized disclosures were made of all the terms of this Order,
11 and (d) request such person or persons to execute the “Acknowledgment and
12 Agreement to Be Bound” that is attached hereto as Exhibit A.

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
14 PROTECTED MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain
16 inadvertently produced material is subject to a claim of privilege or other protection,
17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
19 procedure may be established in an e-discovery order that provides for production
20 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
21 (e), insofar as the parties reach an agreement on the effect of disclosure of a
22 communication or information covered by the attorney-client privilege or work
23 product protection, the parties may incorporate their agreement in the stipulated
24 protective order submitted to the court.

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
27 person to seek its modification by the Court in the future.
28

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 2 Protective Order, no Party waives any right it otherwise would have to object to
 3 disclosing or producing any information or item on any ground not addressed in this
 4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 5 ground to use in evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any
 7 Protected Material must comply with Local Civil Rule 79-5. Protected Material
 8 may only be filed under seal pursuant to a court order authorizing the sealing of the
 9 specific Protected Material at issue. If a Party's request to file Protected Material
 10 under seal is denied by the court, then the Receiving Party may file the information
 11 in the public record unless otherwise instructed by the court.

12 13. FINAL DISPOSITION

13 After the final disposition of this Action, as defined in paragraph 4, within 60
 14 days of a written request by the Designating Party, each Receiving Party must return
 15 all Protected Material to the Producing Party or destroy such material. As used in
 16 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
 17 summaries, and any other format reproducing or capturing any of the Protected
 18 Material. Whether the Protected Material is returned or destroyed, the Receiving
 19 Party must submit a written certification to the Producing Party (and, if not the same
 20 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
 21 (by category, where appropriate) all the Protected Material that was returned or
 22 destroyed and (2) affirms that the Receiving Party has not retained any copies,
 23 abstracts, compilations, summaries or any other format reproducing or capturing any
 24 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
 25 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
 26 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
 27 reports, attorney work product, and consultant and expert work product, even if such
 28

1 materials contain Protected Material. Any such archival copies that contain or
2 constitute Protected Material remain subject to this Protective Order as set forth in
3 Section 4 (DURATION).

4 14. VIOLATION

5 Any violation of this Order may be punished by appropriate measures
6 including, without limitation, contempt proceedings and/or monetary sanctions.

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8 DATED: June 2, 2023

9 **TROUTMAN PEPPER HAMILTON SANDERS LLP**

10 By: /s/ Sevana Haroutunian

11 A. Christopher Young

12 Jeffrey M. Goldman

13 Sevana Haroutunian

Attorneys for Plaintiff and Counter-Defendant, THE STEPPING STONES GROUP

14 DATED: June 2, 2023

15 **SHEPPARD MULLIN RICHTER & HAMPTON LLP**

16 By: /s/ Aaron J. Malo¹

17 Aaron J. Malo

18 Jason A. Weiss

19 Tyler Z. Bernstein

Attorneys for Defendant and Counterclaimant, COMMUNITY ROOTS CHARTER
20 SCHOOL dba COMMUNITY ROOTS ACADEMY

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22 DATED: June 5, 2023

23 
24 _____
25 HON. DOUGLAS F. MCCORMICK
United States Magistrate Judge

26
27 _____
28 ¹ Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed, and on
whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by the
United States District Court for the Central District of California on _____
in the case of *Stepping Stones Group, LLC v. Community Roots Academy et al.*
(8:22-cv-02286-JVS-DFM). I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____